

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In re:)
)
EAGLE PROPERTIES AND) Bankruptcy Case
INVESTMENTS, LLC,) No. 23-10566-KHK
) Chapter 7
Debtor.)
_____)

**ORDER APPROVING SALE OF 1343 CHURCH ROAD, HERSHEY, PA
FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS
PURSUANT TO 11 U.S.C. § 363(f)**

UPON CONSIDERATION of the motion (Docket No. 455) (“Motion”) of H. Jason Gold, chapter 7 trustee (“Trustee”), to approve the sale of the property commonly known as 1343 Church Road, Hershey, PA (“Property”); and it appearing that proper and adequate notice of the Motion has been given and that no further notice is necessary; and it appearing that following the filing of the Motion, Dime & Penny, LLC executed a higher and better contract for the sale of the Property upon the same material terms as set forth in the Motion and that the sale to Dime & Penny, LLC is in the best interest of the estate and its creditors, and it further appearing that based upon the endorsements of counsel set forth below that Fulton Bank, N.A. and Bala Jain, LLC have consented to the sale of the Property as set forth herein, free and clear of all liens, claims and interests, accordingly:

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

Dylan G. Trache, Va. Bar No. 45939
NELSON MULLINS RILEY & SCARBOROUGH LLP
101 Constitution Avenue, Suite 900
Washington, DC 20001
(202) 689-2800
Counsel to the Chapter 7 Trustee
GFRDOCS\42372\149975\10886131.v2-5/17/24

2. The Trustee is authorized to sell the Property¹ to Dime & Penny, LLC (the “Purchaser”) for \$328,000 consistent with the sales contract attached to this Order as Exhibit A.

3. The Trustee is authorized to pay the secured claim of Fulton Bank, N.A. in full at closing, including the payment of attorney’s fees in the amount of \$20,000.00 as set forth in the draft ALTA attached hereto as Exhibit B (“ALTA”), and the consent of Fulton Bank, N.A. to the sale is conditioned on such receipt.

4. At closing, the Trustee shall receive, for the benefit of the estate the sum of \$9,597.00 representing his commission under Section 326 of the Bankruptcy Code plus \$15,995.00 as additional consideration for the bankruptcy estate free and clear of all liens, claims and interests.

5. The Trustee is authorized to pay a three percent (4.5%) commission to his broker Century 21 New Millennium at closing for services rendered in representing the Trustee in connection with the sale.

6. The Trustee is authorized to pay all outstanding real estate taxes and other

¹ Having the following legal description:

All that certain lot of ground situate in Derry Township, Dauphin County, Pennsylvania, more particularly bounded and described as follows, to wit:

Beginning at a square head bolt near the intersection of the center line of routes Pennsylvania Legislative Route #22007 and Township Road #568 near the Fishburn Church, said bolt being 432 feet south of bolt at the intersection of the center lines of the aforesaid routes; thence clockwise, along the southern property line now or formerly of Walter K. Ebersole, Sr. and Clara Ruth Ebersole, his wife, South 77 Degrees 00 Minutes East, a distance of 150 feet to an oak stake at property now or formerly of Harvey M. Hershey and Verna M. Hershey, of which this tract was formerly a part; thence along property now or formerly of aforesaid Harvey M. and Verna M. Hershey, South 13 Degrees 00 Minutes West, a Distance of 161.40 feet to an oak stake on property line of property now or formerly of the aforesaid Harvey M. and Verna M. Hershey herein; thence along the northern property line of the aforesaid Harvey M. Hershey and Verna M. Hershey, North 77 Degrees 00 Minutes West, a distance of 150 feet to a steel stud at or near the center line of the aforesaid Township Road #568; and thence along or near the center line of the aforesaid Township Road #568, North 13 Degrees 00 Minutes East, a distance of 161.40 feet to a steel stud at or near the Center of Township Road #568, the Southwestern Corner of the Property now or formerly of Walter K. Ebersole and Clara Ruth Ebersole, his wife, the place of beginning.

Parcel Identification Number 24-052-102-000-0000

customary closing costs consistent with the ALTA.

7. The Trustee is authorized to reimburse Auction Markets, LLC at closing in an amount not to exceed \$1,000.00 for any utility and property preservation expenses as needed.

8. An additional \$5,000.00 shall be held in escrow by the Trustee in a segregated account pending further agreement among Bala Jain, Fulton Bank, N.A. and the Trustee or further order of the Court to be paid either to Fulton Bank in satisfaction of its claim for attorney's fees or to the estate to be included with the funds described in paragraph 9 hereof. If the parties are in agreement with respect to the disposition of these funds, no further order shall be required.

9. All remaining net proceeds of sale shall be held by the Trustee pending resolution of the claims of Bala Jain, LLC and further order of this Court.

10. The Trustee is authorized to request and receive all information concerning the liens and debt held by any secured creditor necessary to close on the sale including but not limited to the loan payoff balance, proof of lien perfection, hazard insurance coverage, escrow account balance and other information. Secured creditors are authorized and directed to promptly provide said information to the Trustee upon request of the Trustee, subject to the right of any secured creditor to oppose the request.

11. This Order may be recorded in the land records wherein the subject Property is located.

12. This Court retains jurisdiction with respect to any disputes regarding the Property following the sale.

13. This Order shall be effective immediately and shall not be subject to the stay provided in Federal Rule of Bankruptcy Procedure 6004(h) or any other applicable stay.

Dated: Jun 27 2024

/s/ Klinette H Kindred
United States Bankruptcy Judge

PREPARED BY:

NELSON MULLINS RILEY & SCARBOROUGH LLP
101 Constitution Avenue, NW, Suite 900
Washington, DC 20001
Tel: (202) 689-2800
Fax: (202) 689-2860
Email: dylan.trache@nelsonmullins.com

By: /s/ Dylan G. Trache
Dylan G. Trache, Va. Bar No. 45939

Counsel to the Chapter 7 Trustee

SEEN AND AGREED:


GORDON FEINBLATT LLC
1001 Fleet Street, Suite 700
Baltimore, Maryland 21202
Phone/Fax No. (410) 576-4194
E-mail: dmusgrave@gflaw.com

BY: /s/David S. Musgrave (by DGT with authority)
David S. Musgrave (Bar No. 35327)

Attorneys for Fulton Bank, N.A.

SEEN:

ROGAN MILLER ZIMMERMAN, PLLC
50 Catocin Circle, NE, Suite 300
Leesburg, Virginia 20176
Phone No. (703) 777-8850
Fax No: (703) 777-8854
E-mail: crogan@RMZLawFirm.com

BY:  06/25/2024
/s/Christopher L. Rogan (by DGT with authority)
Christopher L. Rogan (Bar No. 30344)

Attorneys for Bala Jain, LLC

CERTIFICATION PURSUANT TO LOCAL RULE 9022-1(C)

I HEREBY CERTIFY that this Order has been endorsed by all necessary parties.

/s/ Dylan G. Trache

Dylan G. Trache

**LIST OF PARTIES TO RECEIVE NOTICE OF ENTRY
PURSUANT TO LOCAL RULE 9022-1**

Dylan G. Trache
NELSON MULLINS RILEY & SCARBOROUGH LLP
101 Constitution Avenue, NW, Suite 900
Washington, DC 20001

Michael Freeman
OFFICE OF THE UNITED STATES TRUSTEE
1725 Duke Street, Suite 650
Alexandria, Virginia 22314

Stephen Karbelk
Team Leader, RealMarkets
Century 21 New Millennium
Century 21 Commercial New Millennium
6629 Old Dominion Drive
McLean, VA 22101

David S. Musgrave
GORDON FEINBLATT LLC
1001 Fleet Street, Suite 700
Baltimore, MD 21202

Christopher Rogan
ROGAN MILLER ZIMMERMAN, PLLC
50 Catocin Circle, NE, Suite 300
Leesburg, Virginia 20176

Exhibit A

(For use with an agreement of sale that was not created by the Pennsylvania Association of Realtors®)

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 1343 Church Rd, Hershey, PA 170332 **BUYER** Dime & Penny, LLC3 **SELLER** H. Jason Gold, Trustee4 **1. PURPOSE (7-10)**

5 The Real Estate Licensing and Registration Act requires that brokers disclose specific information in a sales agreement in the manner
6 and method established by the State Real Estate Commission. This Addendum has been prepared to assure Broker's compliance with
7 the Act and the Rules and Regulations of the Commission.

8 **2. CONSUMER NOTICE AND BUSINESS RELATIONSHIP (3-15)**

9 (A) Buyer and Seller have received and understand the Consumer Notice adopted by the State Real Estate Commission at 49 Pa. Code
10 §35.336. The definitions of business relationships and the duties required of licensees as set forth in the Notice are incorporated
11 here as though written in their entirety.

12 (B) **BUYER'S RELATIONSHIP WITH PA LICENSED BROKER**13 ☒ **No Business Relationship (Buyer is not represented by a broker)**14 ☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)15 ☐ Buyer is represented by a broker

16 Broker is (check only one):

17 ☐ Buyer Agent (Broker represents Buyer only)18 ☐ Dual Agent (See Paragraph (D), below)

Licensee(s) is (check only one):

19 ☐ Buyer Agent20 ☐ Buyer Agent with Designated Agency21 ☐ Dual Agent (See Paragraph (D), below)

22 Complete if "Transaction Licensee" or "Buyer is represented by a broker" has been checked above:

23 Broker (Company) _____

Licensee(s) (Name) _____

24 Company Address _____

25 Company Phone _____

Direct Phone(s) _____

26 Company Fax _____

Cell Phone(s) _____

Fax _____

Email _____

27 (C) **SELLER'S RELATIONSHIP WITH PA LICENSED BROKER**28 ☐ **No Business Relationship (Seller is not represented by a broker)**29 ☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer), OR30 ☒ Seller is represented by a broker

31 Broker is (check only one):

32 ☒ Seller Agent (Broker represents Seller only)33 ☐ Dual Agent (See Paragraph (D), below)

Licensee(s) is (check only one):

34 ☒ Seller Agent35 ☐ Seller Agent with Designated Agency36 ☐ Dual Agent (See Paragraph (D), below)

37 Complete if "Transaction Licensee" or "Seller is represented by a broker" has been checked above:

38 Broker (Company) Century 21 New MillenniumLicensee(s) (Name) Stephanie Young39 Company Address 661 Millwood Ave 101,

571-223-9775

40 Company Phone Winchester, VA 22601Direct Phone(s) Stephanie@realmarkets.com

41 Company Fax _____

Cell Phone(s) _____

Fax _____

Email _____

42 (D) A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent
43 when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there
44 are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a
45 Dual Agent. **By signing this Agreement, Buyer and Seller acknowledge having been previously informed of, and consented
46 to, dual agency, if applicable.**

47 (E) Seller and Buyer agree that Broker has provided services in a manner consistent with the description of services and duties iden-
48 tified in the Consumer Notice.

49 **3. ZONING CLASSIFICATION (3-15)**

50 Failure of the Agreement of Sale to contain the zoning classification (except in cases where the property {and each parcel thereof, if
51 subdividable} is zoned solely or primarily to permit single-family dwellings) will render the Agreement voidable at Buyer's option,
52 and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

53 **Zoning Classification, as stated in the local zoning ordinance:** _____54 Buyer Initials LJ

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Seller Initials HJGT

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rev. 1/18; rel. 4/18

4. HIGHWAY OCCUPANCY PERMIT (7-10)

Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

5. RELEASE (7-10)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement, or in violation of any seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

6. REPRESENTATIONS (3-15)

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property specifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in the Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) Any repairs required by this Agreement will be completed in a workmanlike manner.

(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

7. DEPOSITS (3-15)

(A) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved.

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not specified) after the Settlement Date stated in Paragraph 4(A) of the Agreement, or any written extensions thereof, the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

(D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms in the Agreement of Sale or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

8. REAL ESTATE RECOVERY FUND (1-18)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

113 9. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE (Required for properties built before 1978)

114 **Lead-Based Paint Hazards Disclosure Requirements:** The Residential Lead-Based Paint Hazard Reduction Act requires any seller
115 of property built before 1978 to provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family*
116 *from Lead in Your Home* and to disclose to the buyer and the broker(s) the known presence of lead-based paint and/or lead-based paint
117 hazards in or on the property being sold, along with the basis used for determining that the hazards exist, the location of the hazards,
118 and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports avail-
119 able to the seller regarding lead-based paint and/or lead-based paint hazards in or about the property being sold, the common areas, or
120 other residential dwellings in multi-family housing. Before a buyer is obligated to purchase any housing constructed prior to 1978, the
121 Act requires the seller to give the buyer 10 days (unless buyer and seller agree in writing to another time period) to conduct a risk assess-
122 ment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment
123 or inspection may be waived by the buyer, in writing. Neither testing nor abatement is required of the seller. Housing built in 1978 or
124 later is not subject to the Act.

125 ☐ NOT APPLICABLE. Property was built in 1978 or later.

126 ☒ APPLICABLE. Property was built before 1978. **The Residential Lead-Based Paint Hazard Reduction Act requires a Seller**
127 **of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled**
128 ***Protect Your Family from Lead in Your Home*, along with a separate form disclosing Seller's knowledge of lead-based paint**
129 **hazards and any lead-based paint records regarding the Property. Buyer(s) must initial below that Buyer has received both**
130 **documents:**

131 X Lead-Based Paint Hazards Disclosure (attached as part of this Agreement).

132 *Protect Your Family from Lead in Your Home*

133 **10. GOVERNING LAW, VENUE & PERSONAL JURISDICTION (7-10)**

134 (A) The validity and construction of this Addendum, and the rights and duties of the parties, will be governed in accordance with the
135 laws of the Commonwealth of Pennsylvania.

136 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Addendum or its performance by
137 either party shall be decided exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

138 **All other terms and conditions of the Agreement of Sale remain unchanged and in full effect.**

139 BUYER Amit Jain DATE 06/07/2024

140 BUYER _____ DATE _____

141 BUYER _____ DATE _____

142 SELLER H. Jason Gold Trustee DATE 06/07/2024

143 SELLER H. Jason Gold, Chapter 7 Trustee DATE _____

144 SELLER Not individually but solely in his capacity DATE _____
as the Chapter 7 Trustee in Bankruptcy in re:

Eagle Properties and Investments LLC

Bankruptcy Case No: 23-10566-KHK



This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

ASR

PARTIESBUYER(S): Dime & Penny, LLC

SELLER(S):

H. Jason Gold, Trustee

BUYER'S MAILING ADDRESS:

2567 Chain Bridge Road
Vienna, VA 22181

SELLER'S MAILING ADDRESS:

PO Box 57359Washington, DC 20037**PROPERTY**ADDRESS (including postal city) 1343 Church RdHershey PAZIP 17033in the municipality of Derry Township, County of Dauphinin the School District of Derry Township

, in the Commonwealth of Pennsylvania.

Tax ID #(s): 24-052-102-000-0000

and/or

Identification (e.g., Parcel #; Lot; Block; Deed Book, Page, Recording Date):

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER☐ No Business Relationship (Buyer is not represented by a broker)Broker (Company) Century 21 New MillenniumLicensee(s) (Name) Stephanie Young

Company License #

State License # 0225212438Company Address 20405 Exchange Street 221Direct Phone(s) (571) 223-9775Ashburn VA 20147

Cell Phone(s)

Company Phone

Email stephanie.young@cent21.com

Company Fax

Licensee(s) is (check only one):

Broker is (check only one):

☐ Buyer Agent (Broker represents Buyer only)☐ Buyer Agent (all company licensees represent Buyer)☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)**SELLER'S RELATIONSHIP WITH PA LICENSED BROKER**☐ No Business Relationship (Seller is not represented by a broker)Broker (Company) Century 21 New MillenniumLicensee(s) (Name) Stephanie YoungCompany License # 0226004377State License # RSR006364Company Address 661 Millwood Ave 101

Direct Phone(s)

Company Phone Winchester, VA 22601Cell Phone(s) 571-223-9775Company Fax 540-665-0700Email Stephanie@realmarkets.com

Broker is (check only one):

Licensee(s) is (check only one):

☒ Seller Agent (Broker represents Seller only)☐ Seller Agent (all company licensees represent Seller)☐ Dual Agent (See Dual and/or Designated Agent box below)☒ Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)**DUAL AND/OR DESIGNATED AGENCY**

~~A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.~~

~~By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.~~

Buyer Initials: AJ

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Seller Initials:

HJGT

1. By this Agreement, dated 6/7/2024

Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. PURCHASE PRICE AND DEPOSITS (4-14)

(A) Purchase Price \$ **\$328,000**

(**Three Hundred Twenty Eight Thousand**

U.S. Dollars), to be paid by Buyer as follows:

1. Initial Deposit, within **2** days (5 if not specified) of Execution Date, if not included with this Agreement:

\$ **\$10,000.00**

2. Additional Deposit within _____ days of the Execution Date:

\$ _____

3. _____ \$ _____

Remaining balance will be paid at settlement.

(B) **All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.**

(C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____),

who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. SELLER ASSIST (If Applicable) (1-10)

Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

4. SETTLEMENT AND POSSESSION (1-23) or within 20 Days of Bankruptcy Court Approval

(A) Settlement Date is **June 6, 2024**, or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.

2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease or short-term rental agreement, possession is to be delivered by deed, existing keys and assignment of existing leases and short-term rental agreements for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases or short-term rental agreements, nor extend existing leases or short-term rental agreements, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) or short-term rental agreement(s) by initiating the lease(s) or short-term rental agreement(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

☐ **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

5. DATES/TIME IS OF THE ESSENCE (1-10)

(A) Written acceptance of all parties will be on or before: **6/7/2024**

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be initialed and dated.**

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

64 Buyer Initials: **AW**

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Seller Initials: **HJGT**

6. ZONING (4-14)

Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification, as set forth in the local zoning ordinance: RESIDENTIAL

7. FIXTURES AND PERSONAL PROPERTY (1-20)

(A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating what items will be included or excluded in this sale.

(B) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; gas fireplace logs; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost: _____

Property is sold strictly in as-is, where-is condition

(C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes): _____

(D) EXCLUDED fixtures and items: _____

8. BUYER FINANCING (8-22)

(A) Buyer may elect to make this Agreement contingent upon obtaining mortgage financing. Regardless of any contingency elected in this Agreement, if Buyer chooses to obtain mortgage financing, the following apply:

1. **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated below, or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan.
2. Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(F), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.
3. Seller will provide access to insurers' representatives and, as may be required by mortgage lender(s), to surveyors, municipal officials, appraisers, and inspectors.
4. If the mortgage lender(s) gives Buyer the right to lock in interest rate(s) at or below the maximum levels desired, Buyer will do so at least 15 DAYS before Settlement Date.

(B) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the Property.

FHA/VA, IF APPLICABLE

(C) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

- (D) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
- ☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- ☐ Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(F)) and Buyer's acceptance of additional required repairs as required by the lender.
- (E) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

(F) **Mortgage Contingency**

- ☒ **WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict Buyer's right to obtain mortgage financing for the Property.
- ☐ **ELECTED.** This sale is contingent upon Buyer obtaining mortgage financing according to the terms outlined below. Upon receiving documentation demonstrating the mortgage lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the following terms, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than _____ (Commitment Date).

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____%	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____%
Mortgage lender _____	Mortgage lender _____
Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____%.	Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____%.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____% (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____% (0% if not specified) of the mortgage loan.

- The interest rate(s) and fee(s) provisions in Paragraph 8(F) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
- Seller may terminate this Agreement after the Commitment Date by written notice to Buyer if:
 - Seller does not receive a copy of the documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) by the Commitment Date,
 - The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) does not satisfy the loan terms outlined in Paragraph 8(F), OR
 - The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Commitment Date, or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
- Seller's right to terminate continues until Buyer delivers documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing. Termination of this Agreement by Buyer due to the mortgage lender's denial of Buyer's mortgage application(s) may demonstrate bad faith by Buyer and result in the forfeiture of deposit monies to Seller.
- If this Agreement is terminated pursuant to Paragraphs 8(F)(2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
- If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
 - If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.

b. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:

- 1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
- 2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated above or fails to terminate this Agreement by written notice to Seller within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 28 of this Agreement.

9. CHANGE IN BUYER'S FINANCIAL STATUS (9-18)

If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer having incurred a new financial obligation; entry of a judgment against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.**

10. SELLER REPRESENTATIONS (1-20)

(A) Status of Water

Seller represents that the Property is served by:

☒ Public Water ☐ Community Water ☐ On-site Water ☐ None ☐ _____

(B) Status of Sewer

1. Seller represents that the Property is served by:

- ☒ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)
☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)
☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)
☐ _____

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Historic Preservation

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

(D) Land Use Restrictions

1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):
 - ☐ Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
 - ☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)

Buyer Initials: AL

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- ☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
☐ Other _____

2. Notices Regarding Land Use Restrictions

- a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
- b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.
- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(E) Real Estate Seller Disclosure Law

Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

(F) Public and/or Private Assessments

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____
2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(G) Highway Occupancy Permit

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(H) Internet of Things (IoT) Devices

1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
4. This paragraph will survive settlement.

11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.**

12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)**(A) Rights and Responsibilities**

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.
3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

(B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)

(C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

Home/Property Inspections and Environmental Hazards (mold, etc.)

Elected Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

*HJQT***Wood Infestation**

Elected Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

*HJQT***Deeds, Restrictions and Zoning**

Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____

Waived*HJQT***Water Service**

Elected Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

Waived*HJQT***Radon**

Elected Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

Waived*HJQT**HJQT*

On-lot Sewage (If Applicable)

Elected Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

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Property and Flood Insurance

Elected Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases.

Waived

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Property Boundaries

Elected Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.

Waived

AJ

HJGT

Lead-Based Paint Hazards (For Properties built prior to 1978 only)

Elected Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. **Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property.**

Waived

AJ

HJGT

Other**Elected**

Waived

AJ

HJGT

The Inspections elected above do not apply to the following existing conditions and/or items:

(D) Notices Regarding Property & Environmental Inspections

- Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building's frame.
- Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly.
- Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.
- Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.
- Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.

13. INSPECTION CONTINGENCY (10-18)

(A) The Contingency Period is ____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).

(B) **Within the stated Contingency Period** and as the result of any Inspection elected in Paragraph 12(C), except as stated in Paragraph 13(C):

- If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer **WILL present all Report(s) in their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR**
- If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer **WILL present all Report(s) in their entirety to Seller and terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR

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3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.**

The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

- a. Following the end of the Contingency Period, Buyer and Seller will have ____ days (5 if not specified) for a Negotiation Period. During the Negotiation Period:

(1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR

(2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the Negotiation Period ends.

- b. If no mutually acceptable written agreement is reached, or if Seller fails to respond during the Negotiation Period, within ____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:

(1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR

(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

- (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within ____ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no Proposal is provided within the stated time**, Buyer will notify Seller in writing of Buyer's choice to:

1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR

3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

14. TITLES, SURVEYS AND COSTS (6-20)

- (A) Within ____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report to Seller.

(B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer's options.** Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.

- (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

(D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

(E) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.

(F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.

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(G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).

(H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

☐ **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.**

(I) **COAL NOTICE (Where Applicable)**

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: _____

(K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

☐ **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.**

2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR

2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS that Buyer will:

a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR

b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:

a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR

b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:

(1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR

(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this

Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 15(B)(2) will survive settlement.**

16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)

- (A) Property is NOT a Condominium or part of a Planned Community unless checked below.

- ☐ CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
- ☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

- (B) **THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:**

If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant), Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

- (C) **THE FOLLOWING APPLIES TO REALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:**

1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.
4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)

In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

18. MAINTENANCE AND RISK OF LOSS (1-14)

- (A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.

- (B) If any part of the Property included in the sale fails before settlement, Seller will:

1. Repair or replace that part of the Property before settlement, OR
2. Provide prompt written notice to Buyer of Seller's decision to:
 - a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender, if any, OR
 - b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed part of the Property.
3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller fails to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
 - a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 18(B)(3) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

19. HOME WARRANTIES (1-10)

At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

20. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. ASSIGNMENT (1-10)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

25. REPRESENTATIONS (1-10)

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property specifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) Any repairs required by this Agreement will be completed in a workmanlike manner.

(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

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- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.
- (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) **Unless otherwise checked in Paragraph 26(G),** Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
 2. As monies to be applied to Seller's damages, OR
 3. As liquidated damages for such default.
- (G) ☒ **SELLER IS LIMITED TO RETAINING THOSE SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (I) Brokers and licensees are not responsible for unpaid deposits.

27. MEDIATION (7-20)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement reached through mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

28. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

29. REAL ESTATE RECOVERY FUND (4-18)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)

- (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.
- (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to Paragraph 16.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

775 **31. HEADINGS (4-14)**

776 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the
777 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

778 **32. SPECIAL CLAUSES (1-10)**

779 (A) **The following are attached to and made part of this Agreement if checked:**

- 780 ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
781 ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
782 ☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
783 ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
784 ☐ Appraisal Contingency Addendum (PAR Form ACA)
785 ☐ Short Sale Addendum (PAR Form SHS)

786 *AJ* ☒ Bankruptcy Addendum

787 ☐

788 *HJGT*

789 (B) **Additional Terms:**

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793 *AJ*

794 *HJGT*

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801 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

802 **This Agreement may be executed in one or more counterparts**, each of which shall be deemed to be an original and which counterparts
803 together shall constitute one and the same Agreement of the Parties.

804 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Parties to this transaction are
805 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

806 Return of this Agreement, and any addenda and amendments, including **return by electronic transmission**, bearing the signatures of all
807 parties, constitutes acceptance by the parties.

808 *AJ* Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

809 *AJ* Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

810 *AJ* Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
811 before signing this Agreement.

812 *AJ* Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has
813 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

814 **BUYER** *Amit Jain* **DATE** 06/07/2024

815 **BUYER** *Amit Jain, Managing Member of* **DATE** _____

816 **BUYER** *Dime & Penny, LLC* **DATE** _____

817 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

818 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

819 **SELLER** *H. Jason Gold Trustee* **DATE** 06/07/2024

820 **SELLER** *H. Jason Gold, Chapter 7 Trustee* **DATE** _____

821 **SELLER** *Not individually but solely in his capacity* **DATE** _____

as the Chapter 7 Trustee in Bankruptcy In re:
Eagle Properties and Investments LLC
Bankruptcy Case No: 23-10566-KHK



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

September 2013

Created by Stephanie Young with SkySlope® Forms

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

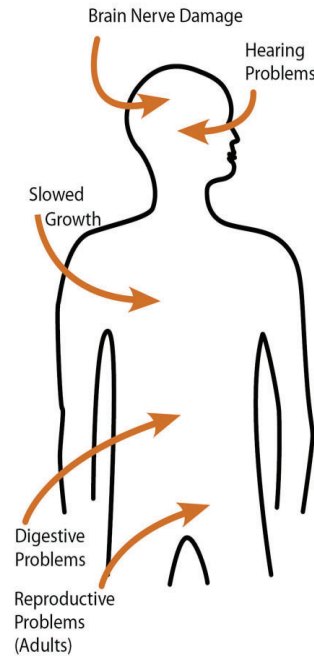
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM**LPD**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR)

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978**PROPERTY** 1343 Church Rd, Hershey, PA 17033**1 SELLER** H. Jason Gold, Trustee

2

LEAD WARNING STATEMENT

3 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such
 4 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead
 5 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
 6 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest
 7 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or
 8 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for
 9 possible lead-based paint hazards is recommended prior to purchase.

10 SELLER'S DISCLOSURE

11 HJGT Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
 12 / Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the
 13 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other
 14 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)
 15

16 SELLER'S RECORDS/REPORTS

17 HJGT Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
 18 / Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards
 19 in or about the Property. (List documents):
 20

21 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

22 **SELLER** H. Jason Gold Trustee **DATE** 06/07/202423 **SELLER** H. Jason Gold, Chapter 7 Trustee24 **SELLER** Not individually but solely in his capacity as the Chapter 7 Trustee **DATE** 25 **SELLER** in Bankruptcy In re: Eagle Properties and Investments LLC **DATE** **SELLER** Bankruptcy Case No: 23-10566-KHK26 **BUYER** Dime & Penny, LLC27 **DATE OF AGREEMENT** 6/7/2024**28 BUYER'S ACKNOWLEDGMENT**29 AJ / Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.30 AJ / Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records
31 and reports regarding lead-based paint and/or lead-based paint hazards identified above.

32 Buyer has (initial one):

33 AJ / received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of
34 lead-based paint and/or lead-based paint hazards; or35 AJ / waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint
36 hazards.37 **Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's Acknowledgement are true and accurate.**38 **BUYER** Amit Jain **DATE** 06/07/202439 **BUYER** Amit Jain, Managing Member of Dime & Penny, LLC **DATE** 40 **BUYER** **DATE** **41 AGENT ACKNOWLEDGEMENT AND CERTIFICATION**42 SY Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint
43 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.

45 **Seller Agent and Buyer Agent must both sign this form.**46 **BROKER FOR SELLER (Company Name)** Century 21 New Millennium47 **LICENSEE** Stephanie Young **DATE** 06/07/202448 **BROKER FOR BUYER (Company Name)** Century 21 New Millennium49 **LICENSEE** Stephanie Young **DATE** 06/07/2024

SELLER'S PROPERTY DISCLOSURE STATEMENT ADDENDUM**SDA**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 1343 Church Rd, Hershey, PA 170332 **SELLER** H. Jason Gold, Trustee3 **The following are updates or additions to the Seller's Property Disclosure Statement as stated below:**

4 How many of the following are part of the Property:

5 Dwelling units _____ Heating systems _____

6 Water service meters _____ Air conditioning systems _____

7 Water heaters _____ Electrical service meters _____

8 Section Number _____ Topic _____ Unit (if applicable) _____

9 Additional Disclosure _____

10 _____

11 _____

12 _____

13 Section Number _____ Topic _____ Unit (if applicable) _____

14 Additional Disclosure _____

15 _____

16 _____

17 _____

18 Section Number _____ Topic _____ Unit (if applicable) _____

19 Additional Disclosure _____

20 _____

21 _____

22 _____

23 Section Number _____ Topic _____ Unit (if applicable) _____

24 Additional Disclosure _____

25 _____

26 _____

27 _____

28 Section Number _____ Topic _____ Unit (if applicable) _____

29 Additional Disclosure _____

30 _____

31 _____

32 _____

33 **All other terms and conditions of the Seller's Property Disclosure Statement remain unchanged and in full force and effect.**34 **SELLER** H. Jason Gold Trustee **DATE** 06/07/202435 **SELLER** _____ **DATE** _____36 **SELLER** _____ **DATE** _____37 **BUYER** Amit Jain **DATE** 06/07/202438 **BUYER** Amit Jain, Managing member for Dime & Penny, LLC **DATE** _____39 **BUYER** _____ **DATE** _____

BANKRUPTCY ADDENDUM TO SALES CONTRACT

Dated 6/7/2024 ("Contract")

H. Jason Gold, Trustee ("Seller") to

Dime & Penny, LLC ("Buyer") for the property:1343 Church Road, Hershey, PA 17033 ("Property")

The provisions of this addendum shall govern notwithstanding any other provision of the Contract.

1. Conveyance will be by SPECIAL WARRANTY OF TITLE.
2. The property, and any contents being conveyed herewith, is being sold "AS-IS, WHERE-IS CONDITION." The sale of the Property is subject higher and better offers and subject to the approval of the US Bankruptcy Court, Eastern District of Virginia, Alexandria Division (the "Court"). The Listing Agent will provide to the Selling Agent a copy of the Sale Motion that seeks approval of this Offer with the Court.
3. No Dual Agency and No Designated Representation.

(a) The Owner does not consent to designated representation thus Owner does not allow the Property to be shown to a buyer represented by the Broker through another designated representative associated with the Broker.

(b) The Owner does not consent to dual representation thus Owner does not allow the property to be shown to a buyer represented by the Broker through the same sales associate.

4. In addition to the commission provided in the listing agreement, the Broker shall be entitled to be reimbursed for advanced property management and maintenance expenses, such as Trustee approved repairs, utility bills, lawn maintenance, etc., subject to the approval of the US Bankruptcy Court.

5. Seller's Closing Costs. Thru the date of closing, the Seller shall pay: (a) pro-rata real estate taxes, (b) property owners association fees, (c) Grantor's Deed Recording Tax, (d) Regional Congestion Relief Fee, (e) brokerage listing pursuant to the Court approved listing agreement and (f) \$150.00 for the Settlement and/or Closing Fee due to the closing company. All other costs of closing, including any additional fees due to the closing company, shall be paid by the Buyer.

6. Title Company Incentive: If the Buyer agrees to have R.L. Title & Escrow of Vienna, Virginia conduct all aspects of the closing, then the Seller will pay an additional \$1,000.00 for Settlement and/or Closing Fee costs. If the Buyer is getting a closing cost credit from the Seller, then this credit shall be included in that credit.

This Addendum shall not alter, modify or change in any other represent the Agreement, and except as modified herein, all the terms and provisions of the Agreement are expressly ratified and confirmed and shall remain in full force and effect.

SELLER:

H. Jason Gold Trustee

H. Jason Gold, Chapter 7 Trustee
Not individually but solely in his capacity
as the Chapter 7 Trustee in Bankruptcy
In re: Eagle Properties and Investments LLC
Bankruptcy Case No: 23-10566-KHK

BUYER(S):

Amit JainDate: 06/07/2024Date: 06/07/2024

CENTURY 21
New Millennium**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**
(MARYLAND AND WASHINGTON D.C.)
Pennsylvania

To: Consumer _____

From: CENTURY 21 New Millennium

Property: 1343 Church Rd, Hershey, PA 17033

Date: 6/7/2024

This is to give you notice that CENTURY 21® New Millennium ("Real Estate Broker") has business relationships with Bay County Settlements, LLC ("BCS"), Bay County Title Services, LLC ("BCTS"), First Title Settlements, LLC ("FTS"), Lighthouse Title Collective, LLC (LTC"), and Capitol Title Insurance Agency, Inc. ("CTI") which provide settlement services and title insurance services; AND Harbour, LLC ("Harbour") and Capstone Insurance Group, Inc. ("CIG"), both of which provide homeowners' and flood insurance services. NM Management II, LLC ("NM"), which owns Real Estate Broker, is the 100% owner of FCM and BCS. NM has a 50% ownership interest in BCTS, and Capitol Title Insurance Agency, Inc. ("CTI") has a 50% ownership interest in BCTS. As regards FTS, NM has a 50% ownership interest in FTS and Trusted Title Services, LLC has a 50% interest in FTS. NM has a 50% ownership interest in LTC and Lighthouse Tile Company of Maryland, LLC has a 50% ownership interest in LTC. NM has a 90% ownership interest in Harbour and a private individual has a 10% ownership interest in Harbour. NM has a referral relationship with CIG. Because of these relationships, Real Estate Broker's referral of business to BCS, BCTS, FTS, LTC, Harbour and/or CIG may provide Real Estate Broker, NM, and/or their employees or affiliates a financial or other benefit. BCS, BCTS, FTS, LTC, CTI, DML, Harbour and CIG are together referred to as "Listed Providers".

In addition, in connection with the purchase or sale of the above referenced property, you may desire a home warranty. Be advised that Real Estate Broker has entered into marketing and advertising arrangements with HSA Home Warranty ("HSA"). While Real Estate Broker has no ownership interest in HSA, Real Estate Broker does receive fees from HSA for its marketing and advertising services.

Furthermore, if you are purchasing a property, you may desire to obtain a mortgage loan. Be advised that Real Estate Broker has entered into a marketing and advertising arrangement with Select Lending Services, LLC ("SLS"). While Real Estate Broker has no ownership interest in SLS, Real Estate Broker does receive fees from SLS for its marketing and advertising services.

Set forth below are the estimated charges or range of charges for the mortgage and settlement services listed. You are NOT required to use a Listed Provider, SLS or HSA, as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER MORTGAGE AND SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES

HJGT
Seller: ____/____ Buyer: *AJ* / ____

CENTURY 21

New Millennium

Provider/s	Settlement Services	Charge/Range of Charges
Select Lending Services, LLC	<i>Loan Origination Fee</i>	0 - 1% of loan amount
	<i>Loan Discount</i>	
	<i>Fee/Points</i>	0 - 3% of loan amount
	<i>Administrative Fee</i>	\$750-\$925
	<i>Processing Fee</i>	\$600-\$725
HSA Home Warranty	<i>Home Warranty Service</i>	\$490-\$755
Bay County Settlements, LLC.		
Bay County Title Services, LLC		
Capitol Title Insurance		
Agency, Inc.		
First Title Settlements, LLC		
Lighthouse Title Collective, LLC		
	<i>Title Examination</i>	\$150-\$475
	<i>Settlement/Closing Fee</i>	\$150-\$775
	<i>Abstract Fee</i>	\$100-\$275
	<i>Title Insurance</i>	See table below

Charge or Range of Charges | Title Insurance Policy rates per \$1,000

	Maryland owner	Maryland lender	D.C. owner	D.C. lender
First \$250,000	\$4.80 - \$5.75	\$3.20	\$5.70 - \$6.84	\$4.50
\$250,001 and up to \$500,000	\$4.10 - \$4.90	\$2.90	\$5.10 - \$6.12	\$3.90
\$500,001 and up to \$1,000,000	\$3.50 - \$4.20	\$2.55	\$4.50 - \$5.40	\$3.30
\$1,000,001 and up to \$5,000,000	\$2.75 - \$3.30	\$2.00	\$3.90 - \$4.68	\$2.70
\$5,000,001 and up to \$15,000,000	\$1.50 - \$2.00	\$1.20	\$1.05 - \$3.96	\$0.85
\$15,000,001 and over	\$1.50 - \$2.00	\$1.20	\$0.90 - \$3.96	\$0.75
Minimum Premium	\$175	\$175	\$228 - \$274	\$168
Simultaneous Issue *	\$175		\$150	
Closing Protection Letter **	\$30		\$50	

* Simultaneous issue charge is only applicable when Owners and Lenders title insurance policies are issued at the same time.

** Closing Protection Letter charge is only applicable when Lender title insurance is issued.

Harbour, LLC	Homeowner's Insurance, Flood Insurance	<i>The cost of homeowner's insurance, flood insurance, and/or personal insurance products varies depending on several factors, including but not limited to: size, value, and age of the structures, geographical location, construction type, value of contents, intended use, and credit scores.</i>
Capstone Insurance Group, Inc.	Other Personal Insurance Products	

HJGT

Seller: ____/____ Buyer: *AJ* / ____

CENTURY 21
New Millennium**ACKNOWLEDGMENT**

I/we have read this disclosure form, understand that Real Estate Broker is referring me/us to purchase the above-described settlement service(s) and that Real Estate Broker, NM, their employees and/or affiliates may receive a financial or other benefit as a result of this referral, and understand that Real Estate Broker receives a fee for performing marketing and advertising services for HSA and SLS.

*Amit Jain*_____
Buyer's or Seller's Signature

Amit Jain, Managing Member of Dime & Penny, LLC

06/07/2024_____
Date_____
Buyer's or Seller's Signature_____
Date*H. Jason Gold Trustee*_____
Buyer's or Seller's SignatureH. Jason Gold, Chapter 7 Trustee
Not individually but solely in his capacity as the Chapter 7 Trustee
in Bankruptcy In re: Eagle Properties and Investments LLC
Bankruptcy Case No: 23-10566-KHK06/07/2024_____
Date_____
Buyer's or Seller's Signature_____
Date*HJGT*
Seller: ____/____ Buyer: *AJ* / ____

SELLER'S PROPERTY DISCLOSURE STATEMENT**SPD**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 1343 Church Rd, Hershey, PA 170332 **SELLER** H. Jason Gold, Trustee3 **INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW**

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
 5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
 6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or
 7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end
 8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
 10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
 11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
 12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and is **not a substitute for any**
 14 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**
 15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
 16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**
 18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

- 19 1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
- 20 2. Transfers as a result of a court order.
- 21 3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
- 22 4. Transfers from a co-owner to one or more other co-owners.
- 23 5. Transfers made to a spouse or direct descendant.
- 24 6. Transfers between spouses as a result of divorce, legal separation or property settlement.
- 25 7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of
 26 liquidation.
- 27 8. Transfers of a property to be demolished or converted to non-residential use.
- 28 9. Transfers of unimproved real property.
- 29 10. Transfers of new construction that has never been occupied and:
 30 a. The buyer has received a one-year warranty covering the construction;
 31 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model
 32 building code; and
 33 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

34 **COMMON LAW DUTY TO DISCLOSE**

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
 36 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
 37 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

38 **EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK**

39 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required
 40 to fill out a Seller's Property Disclosure Statement. **The executor, administrator or trustee, must, however, disclose any known**
 41 **material defect(s) of the Property.**

42 _____ **DATE** _____

*HJGT*43 Seller's Initials _____ Date **06/07/2024** Page 1 of 11Buyer's Initials *AJ* Date **06/07/2024**

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rev. 3/21; rel. 7/21

44 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 45 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

46 **1. SELLER'S EXPERTISE**

- 47 (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or
 48 other areas related to the construction and conditions of the Property and its improvements?
 49 (B) Is Seller the landlord for the Property?
 50 (C) Is Seller a real estate licensee?

	Yes	No	Unk	N/A
A				
B				
C				

51 **Explain any "yes" answers in Section 1:** _____
 52 _____

53 **2. OWNERSHIP/OCCUPANCY**

54 (A) **Occupancy**

- 55 1. When was the Property most recently occupied? _____
 56 2. By how many people? _____
 57 3. Was Seller the most recent occupant?
 58 4. If "no," when did Seller most recently occupy the Property? _____

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
B1				
B2				
B3				
B4				
C				

59 (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:

- 60 1. The owner
 61 2. The executor or administrator
 62 3. The trustee
 63 4. An individual holding power of attorney

64 (C) When was the Property acquired? _____

65 (D) List any animals that have lived in the residence(s) or other structures during your ownership: _____
 66 _____

67 **Explain Section 2 (if needed):** _____
 68 _____

69 **3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS**

70 (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures
 71 regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.

72 (B) **Type.** Is the Property part of a(n):

- 73 1. Condominium
 74 2. Homeowners association or planned community
 75 3. Cooperative
 76 4. Other type of association or community

77 (C) If "yes," how much are the fees? \$_____, paid (☐ Monthly) (☐ Quarterly) (☐ Yearly)

78 (D) If "yes," are there any community services or systems that the association or community is responsi-
 79 ble for supporting or maintaining? Explain: _____

80 (E) If "yes," provide the following information:

- 81 1. Community Name _____
 82 2. Contact _____
 83 3. Mailing Address _____
 84 4. Telephone Number _____

85 (F) How much is the capital contribution/initiation fee(s)? \$ _____

	Yes	No	Unk	N/A
B1				
B2				
B3				
B4				
C				
D				
E1				
E2				
E3				
E4				
F				

86 **Notice to Buyer:** A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration
 87 (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium,
 88 cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition
 89 to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the cer-
 90 tificate has been provided to the **buyer** and for five days thereafter or until conveyance, whichever occurs first.

91 **4. ROOFS AND ATTIC**

92 (A) **Installation**

- 93 1. When was or were the roof or roofs installed? _____
 94 2. Do you have documentation (invoice, work order, warranty, etc.)?

95 (B) **Repair**

- 96 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
 97 2. If it or they were replaced or repaired, were any existing roofing materials removed?

98 (C) **Issues**

- 99 1. Has the roof or roofs ever leaked during your ownership?
 100 2. Have there been any other leaks or moisture problems in the attic?
 101 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or down-
 102 spouts?

	Yes	No	Unk	N/A
A1				
A2				
B1				
B2				
C1				
C2				
C3				

103 Seller's Initials HJGT Date 06/07/2024 SPD Page 2 of 11

Buyer's Initials LJ Date 06/07/2024

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: _____

5. BASEMENTS AND CRAWL SPACES**(A) Sump Pump**

- Does the Property have a sump pit? If "yes," how many? _____
- Does the Property have a sump pump? If "yes," how many? _____
- If it has a sump pump, has it ever run?
- If it has a sump pump, is the sump pump in working order?

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
B1				
B2				
B3				

(B) Water Infiltration

- Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space?
- Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- Are the downspouts or gutters connected to a public sewer system?

Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: _____

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS**(A) Status**

- Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property?
- Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

(B) Treatment

- Is the Property currently under contract by a licensed pest control company?
- Are you aware of any termite/pest control reports or treatments for the Property?

	Yes	No	Unk	N/A
A1				
A2				
B1				
B2				

Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable: _____

7. STRUCTURAL ITEMS

(A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations or other structural components?

(B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property?

(C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof(s), basement or crawl space(s)?

(D) Stucco and Exterior Synthetic Finishing Systems

- Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
- If "yes," indicate type(s) and location(s) _____
- If "yes," provide date(s) installed _____

(E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?

(F) Are you aware of any defects (including stains) in flooring or floor coverings?

	Yes	No	Unk	N/A
A				
B				
C				
D1				
D2				
D3				
E				
F				

Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____

8. ADDITIONS/ALTERATIONS

(A) Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below.

	Yes	No	Unk	N/A
A				

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

162 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
163 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

164	Addition, structural change or alteration	Approximate date of work	Were permits	Final inspections/
165			obtained?	approvals obtained?
166			(Yes/No/Unk/NA)	(Yes/No/Unk/NA)
167				
168				
169				
170				
171				
172				

☐ A sheet describing other additions and alterations is attached.

174 (B) Are you aware of any private or public architectural review control of the Property other than zoning
175 codes? If "yes," explain:

	Yes	No	Unk	N/A
B				

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changes made by the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous owners without a permit or approval.

Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-pervious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

1879. WATER SUPPLY

188 (A) **Source.** Is the source of your drinking water (check all that apply):

- 189 1. Public
190 2. A well on the Property
191 3. Community water
192 4. A holding tank
193 5. A cistern
194 6. A spring
195 7. Other _____
196 8. If no water service, explain:

197 (B) General

1. When was the water supply last tested? _____
 Test results: _____
2. Is the water system shared?
3. If "yes," is there a written agreement?
4. **Do you have a softener, filter or other conditioning system?**
5. **Is the softener, filter or other treatment system leased? From whom?** _____
6. **If your drinking water source is not public, is the pumping system in working order? If "no," explain:**

206 (C) **Bypass Valve** (for properties with multiple sources of water)

1. Does your water source have a bypass valve?
2. If “yes,” is the bypass valve working?

209 (D) Well

- 210 1. Has your well ever run dry?
211 2. Depth of well _____
212 3. Gallons per minute: _____, measured on (date) _____
213 4. Is there a well that is used for something other than the primary source of drinking water?
214 If "yes," explain _____
215 5. If there is an unused well, is it capped?

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B1				
B2				
B3				
B4				
B5				
B6				
C1				
C2				
D1				
D2				
D3				
D4				
D5				

217 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 218 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

219 (E) **Issues**

- 220 1. Are you aware of any leaks or other problems, past or present, relating to the water supply,
 221 pumping system and related items?
 222 2. Have you ever had a problem with your water supply?

	Yes	No	Unk	N/A
E1				
E2				

223 **Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:** _____
 224 _____
 225 _____

226 **10. SEWAGE SYSTEM**227 (A) **General**

- 228 1. Is the Property served by a sewage system (public, private or community)?
 229 2. If "no," is it due to unavailability or permit limitations?
 230 3. When was the sewage system installed (or date of connection, if public)? _____
 231 4. Name of current service provider, if any: _____

232 (B) **Type** Is your Property served by:

- 233 1. Public
 234 2. Community (non-public)
 235 3. An individual on-lot sewage disposal system
 236 4. Other, explain: _____

237 (C) **Individual On-lot Sewage Disposal System.** (check all that apply):

- 238 1. Is your sewage system within 100 feet of a well?
 239 2. Is your sewage system subject to a ten-acre permit exemption?
 240 3. Does your sewage system include a holding tank?
 241 4. Does your sewage system include a septic tank?
 242 5. Does your sewage system include a drainfield?
 243 6. Does your sewage system include a sandmound?
 244 7. Does your sewage system include a cesspool?
 245 8. Is your sewage system shared?
 246 9. Is your sewage system any other type? Explain: _____
 247 10. Is your sewage system supported by a backup or alternate system?

248 (D) **Tanks and Service**

- 249 1. Are there any metal/steel septic tanks on the Property?
 250 2. Are there any cement/concrete septic tanks on the Property?
 251 3. Are there any fiberglass septic tanks on the Property?
 252 4. Are there any other types of septic tanks on the Property? Explain _____
 253 5. Where are the septic tanks located? _____
 254 6. When were the tanks last pumped and by whom? _____
 255 _____

256 (E) **Abandoned Individual On-lot Sewage Disposal Systems and Septic**

- 257 1. Are you aware of any abandoned septic systems or cesspools on the Property?
 258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's
 259 ordinance?

260 (F) **Sewage Pumps**

- 261 1. Are there any sewage pumps located on the Property?
 262 2. If "yes," where are they located? _____
 263 3. What type(s) of pump(s)? _____
 264 4. Are pump(s) in working order?
 265 5. Who is responsible for maintenance of sewage pumps? _____
 266 _____

267 (G) **Issues**

- 268 1. How often is the on-lot sewage disposal system serviced? _____
 269 2. When was the on-lot sewage disposal system last serviced and by whom? _____
 270 _____
 271 3. Is any waste water piping not connected to the septic/sewer system?
 272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage
 273 system and related items?

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
B1				
B2				
B3				
B4				
C1				
C2				
C3				
C4				
C5				
C6				
C7				
C8				
C9				
C10				
D1				
D2				
D3				
D4				
D5				
D6				
E1				
E2				
F1				
F2				
F3				
F4				
F5				
G1				
G2				
G3				
G4				

275 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
276 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

277 **Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation ef-**
278 **forts, the name of the person or company who did the repairs and the date the work was done:** _____
279 _____

280 **11. PLUMBING SYSTEM**

281 (A) **Material(s).** Are the plumbing materials (check all that apply):

- 282 1. Copper
283 2. Galvanized
284 3. Lead
285 4. PVC
286 5. Polybutylene pipe (PB)
287 6. Cross-linked polyethylene (PEX)
288 7. Other _____

289 (B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but
290 not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?
291 If "yes," explain: _____
292 _____

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B				

293 **12. DOMESTIC WATER HEATING**

294 (A) **Type(s).** Is your water heating (check all that apply):

- 295 1. Electric
296 2. Natural gas
297 3. Fuel oil
298 4. Propane
299 If "yes," is the tank owned by Seller?
300 5. Solar
301 If "yes," is the system owned by Seller?
302 6. Geothermal
303 7. Other _____

304 (B) **System(s)**

- 305 1. How many water heaters are there? _____
306 Tanks _____ Tankless _____
307 2. When were they installed? _____
308 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?
309 (C) Are you aware of any problems with any water heater or related equipment?
310 If "yes," explain: _____
311 _____

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B1				
B2				
B3				
C				

312 **13. HEATING SYSTEM**

313 (A) **Fuel Type(s).** Is your heating source (check all that apply):

- 314 1. Electric
315 2. Natural gas
316 3. Fuel oil
317 4. Propane
318 If "yes," is the tank owned by Seller?
319 5. Geothermal
320 6. Coal
321 7. Wood
322 8. Solar shingles or panels
323 If "yes," is the system owned by Seller?
324 9. Other: _____

325 (B) **System Type(s)** (check all that apply):

- 326 1. Forced hot air
327 2. Hot water
328 3. Heat pump
329 4. Electric baseboard
330 5. Steam
331 6. Radiant flooring
332 7. Radiant ceiling

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				
A6				
A7				
A8				
A9				
B1				
B2				
B3				
B4				
B5				
B6				
B7				

333 Seller's Initials HJGT Date 06/07/2024

SPD Page 6 of 11

Buyer's Initials LJ Date 06/07/2024

334 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
335 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

		Yes	No	Unk	N/A
336	8. Pellet stove(s)	B8			
337	How many and location? _____				
338	9. Wood stove(s)	B9			
339	How many and location? _____				
340	10. Coal stove(s)	B10			
341	How many and location? _____				
342	11. Wall-mounted split system(s)	B11			
343	How many and location? _____				
344	12. Other: _____	B12			
345	13. If multiple systems, provide locations _____				
346	_____	B13			
347	(C) Status				
348	1. Are there any areas of the house that are not heated?	C1			
349	If "yes," explain: _____				
350	2. How many heating zones are in the Property? _____	C2			
351	3. When was each heating system(s) or zone installed? _____	C3			
352	4. When was the heating system(s) last serviced? _____	C4			
353	5. Is there an additional and/or backup heating system? If "yes," explain: _____				
354	_____	C5			
355	6. Is any part of the heating system subject to a lease, financing or other agreement?	C6			
356	If "yes," explain: _____				
357	(D) Fireplaces and Chimneys				
358	1. Are there any fireplaces? How many? _____	D1			
359	2. Are all fireplaces working?	D2			
360	3. Fireplace types (wood, gas, electric, etc.): _____	D3			
361	4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?	D4			
362	5. Are there any chimneys (from a fireplace, water heater or any other heating system)?	D5			
363	6. How many chimneys? _____	D6			
364	7. When were they last cleaned? _____	D7			
365	8. Are the chimneys working? If "no," explain: _____	D8			
366	(E) Fuel Tanks				
367	1. Are you aware of any heating fuel tank(s) on the Property?	E1			
368	2. Location(s), including underground tank(s): _____	E2			
369	3. If you do not own the tank(s), explain: _____	E3			
370	(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes,"				
371	explain: _____	F			
372	14. AIR CONDITIONING SYSTEM				
373	(A) Type(s). Is the air conditioning (check all that apply):				
374	1. Central air	A1			
375	a. How many air conditioning zones are in the Property? _____	1a			
376	b. When was each system or zone installed? _____	1b			
377	c. When was each system last serviced? _____	1c			
378	2. Wall units	A2			
379	How many and the location? _____				
380	3. Window units	A3			
381	How many? _____				
382	4. Wall-mounted split units	A4			
383	How many and the location? _____				
384	5. Other _____	A5			
385	6. None	A6			
386	(B) Are there any areas of the house that are not air conditioned?	B			
387	If "yes," explain: _____				
388	(C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____				
389	_____	C			

391 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
392 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

393 **15. ELECTRICAL SYSTEM**394 **(A) Type(s)**

- 395 1. Does the electrical system have fuses?
396 2. Does the electrical system have circuit breakers?
397 3. Is the electrical system solar powered?
398 a. If "yes," is it entirely or partially solar powered? _____
399 b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes,"
400 explain: _____

401 **(B)** What is the system amperage? _____402 **(C)** Are you aware of any knob and tube wiring in the Property?403 **(D)** Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____
404 _____

	Yes	No	Unk	N/A
A1				
A2				
A3				
3a				
3b				
B				
C				
D				

405 **16. OTHER EQUIPMENT AND APPLIANCES**

406 **(A) THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that
407 will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will deter-
408 mine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT**
409 **MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

410 **(B)** Are you aware of any problems or repairs needed to any of the following:

Item	Yes	No	N/A	Item	Yes	No	N/A
A/C window units				Pool/spa heater			
Attic fan(s)				Range/oven			
Awnings				Refrigerator(s)			
Carbon monoxide detectors				Satellite dish			
Ceiling fans				Security alarm system			
Deck(s)				Smoke detectors			
Dishwasher				Sprinkler automatic timer			
Dryer				Stand-alone freezer			
Electric animal fence				Storage shed			
Electric garage door opener				Trash compactor			
Garage transmitters				Washer			
Garbage disposal				Whirlpool/tub			
In-ground lawn sprinklers				Other:			
Intercom				1.			
Interior fire sprinklers				2.			
Keyless entry				3.			
Microwave oven				4.			
Pool/spa accessories				5.			
Pool/spa cover				6.			

431 **(C) Explain any "yes" answers in Section 16:** _____
432 _____433 **17. POOLS, SPAS AND HOT TUBS**434 **(A)** Is there a swimming pool on the Property? If "yes,":

- 435 1. Above-ground or in-ground? _____
436 2. Saltwater or chlorine? _____
437 3. If heated, what is the heat source? _____
438 4. Vinyl-lined, fiberglass or concrete-lined? _____
439 5. What is the depth of the swimming pool? _____
440 6. Are you aware of any problems with the swimming pool?
441 7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder,
442 lighting, pump, etc.)?

443 **(B)** Is there a spa or hot tub on the Property?

- 444 1. Are you aware of any problems with the spa or hot tub?
445 2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets,
446 cover, etc.)?

447 **(C) Explain any problems in Section 17:** _____
448 _____

	Yes	No	Unk	N/A
A				
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B				
B1				
B2				

450 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 451 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

452 **18. WINDOWS**

453 (A) Have any windows or skylights been replaced during your ownership of the Property?

454 (B) Are you aware of any problems with the windows or skylights?

455 **Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or**
 456 **remediation efforts, the name of the person or company who did the repairs and the date the work was done:** _____

	Yes	No	Unk	N/A
A				
B				

458 **19. LAND/SOILS**

459 **(A) Property**

460 1. Are you aware of any fill or expansive soil on the Property?

461 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth
 462 stability problems that have occurred on or affect the Property?

463 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being
 464 spread on the Property?

465 4. Have you received written notice of sewage sludge being spread on an adjacent property?

466 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on
 467 the Property?

468 **Note to Buyer:** The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence
 469 damage may occur and further information on mine subsidence insurance are available through Department of Environmental
 470 Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.

471 **(B) Preferential Assessment and Development Rights**

472 Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-
 473 opment rights under the:

474 1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)

475 2. Open Space Act - 16 P.S. §11941, et seq.

476 3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)

477 4. Any other law/program: _____

478 **Note to Buyer:** Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under
 479 which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any
 480 agricultural operations covered by the Act operate in the vicinity of the Property.

481 **(C) Property Rights**

482 Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a
 483 previous owner of the Property):

484 1. Timber

485 2. Coal

486 3. Oil

487 4. Natural gas

488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain: _____

489

490 **Note to Buyer:** Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means,
 491 engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of
 492 the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject
 493 to terms of those leases.

494 **Explain any "yes" answers in Section 19:** _____

495

496 **20. FLOODING, DRAINAGE AND BOUNDARIES**

497 **(A) Flooding/Drainage**

498 1. Is any part of this Property located in a wetlands area?

499 2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?

500 3. Do you maintain flood insurance on this Property?

501 4. Are you aware of any past or present drainage or flooding problems affecting the Property?

502 5. Are you aware of any drainage or flooding mitigation on the Property?

503 6. Are you aware of the presence on the Property of any man-made feature that temporarily or per-
 504 manently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert,
 505 pipe or other feature?

506 7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages
 507 storm water for the Property?

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				
A6				
A7				

508 **Seller's Initials** _____

Date _____

06/07/2024

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Buyer's Initials AW

Date 06/07/2024

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features: _____

(B) Boundaries

1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
2. Is the Property accessed directly (without crossing any other property) by or from a public road?
3. Can the Property be accessed from a private road or lane?
 - a. If "yes," is there a written right of way, easement or maintenance agreement?
 - b. If "yes," has the right of way, easement or maintenance agreement been recorded?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

	Yes	No	Unk	N/A
B1				
B2				
B3				
3a				
3b				
B4				

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

Explain any "yes" answers in Section 20(B): _____

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES**(A) Mold and Indoor Air Quality (other than radon)**

1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the Property?

	Yes	No	Unk	N/A
A1				
A2				

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(B) Radon

1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
2. If "yes," provide test date and results _____
3. Are you aware of any radon removal system on the Property?

	Yes	No	Unk	N/A
B1				
B2				
B3				

(C) Lead Paint

If the Property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

1. Are you aware of any lead-based paint or lead-based paint hazards on the Property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?

	Yes	No	Unk	N/A
C1				
C2				

(D) Tanks

1. Are you aware of any existing underground tanks?
2. Are you aware of any underground tanks that have been removed or filled?

	Yes	No	Unk	N/A
D1				
D2				

(E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

If "yes," location: _____

	Yes	No	Unk	N/A
E				

(F) Other

1. Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
3. If "yes," have you received written notice regarding such concerns?
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

	Yes	No	Unk	N/A
F1				
F2				
F3				
F4				

Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s): _____

22. MISCELLANEOUS**(A) Deeds, Restrictions and Title**

1. Are there any deed restrictions or restrictive covenants that apply to the Property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?

	Yes	No	Unk	N/A
A1				
A2				

568 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
569 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

	Yes	No	Unk	N/A
570 3. Are you aware of any reason, including a defect in title or contractual obligation such as an option 571 or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the 572 Property?				
573 (B) Financial				
574 1. Are you aware of any public improvement, condominium or homeowner association assessments 575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or 576 fire ordinances or other use restriction ordinances that remain uncorrected?				
577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support 578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of 579 this sale?				
580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?				
581 (C) Legal				
582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop- 583 erty?				
584 2. Are you aware of any existing or threatened legal action affecting the Property?				
585 (D) Additional Material Defects				
586 1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not dis- 587 closed elsewhere on this form?				

588 **Note to Buyer:** A material defect is a problem with a residential real property or any portion of it that would have a significant
589 adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a
590 structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or
591 subsystem is not by itself a material defect.

592 2. After completing this form, if Seller becomes aware of additional information about the Property, including through
593 inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the
594 inspection report(s). These inspection reports are for informational purposes only.

595 Explain any "yes" answers in Section 22: _____

597 **23. ATTACHMENTS**

598 (A) The following are part of this Disclosure if checked:

599 ☐ Seller's Property Disclosure Statement Addendum (PAR Form SDA)

600 ☐ _____

601 ☐ _____

602 ☐ _____

603 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best
604 of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-
605 erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-
606 TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-
607 tion of this form, Seller shall notify Buyer in writing.

608 SELLER	<u>H. Jason Gold Trustee</u>	DATE	<u>06/07/2024</u>
609 SELLER	<u>H. Jason Gold, Chapter 7 Trustee</u>	DATE	_____
610 SELLER	<u>Not individually but solely in his capacity</u>	DATE	_____
611 SELLER	<u>as the Chapter 7 Trustee in Bankruptcy In re:</u>	DATE	_____
612 SELLER	<u>Eagle Properties and Investments LLC</u>	DATE	_____
613 SELLER	<u>Bankruptcy Case No: 23-10566-KHK</u>	DATE	_____

614 **RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

615 The undersigned Buyer acknowledges receipt of this Statement. Buyer acknowledges that this Statement is not a warranty and
616 that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's re-
617 sponsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at
618 Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

619 BUYER	<u>Amit Jain</u>	DATE	<u>06/07/2024</u>
620 BUYER	<u>Amit Jain, Managing Member for Dime & Penny, LLC</u>	DATE	_____
621 BUYER	_____	DATE	_____

Exhibit B

American Land Title Association

Estimated ALTA Settlement Statement - Cash

Adopted 05-01-2015

Universal Settlement Services of PA

ALTA Universal ID:

1423 N Atherton Street

2nd Floor

State College, PA 16803

File No./Escrow No. : PA-24-1237
Print Date & Time: June 24, 2024 12:57 pm
Officer/Escrow Officer : Brandy McAulay
Settlement Location : 1423 N Atherton Street, 2nd Floor
State College, PA 16803

Property Address: 1343 Church Road
Hershey, PA 17033

Buyer: Dime & Penny, LLC
2567 Chain Bridge Road
Vienna, VA 22181

Seller: H. Jason Gold, Bankruptcy Trustee of The Bankruptcy Estate of Eagle Properties and
Investments LLC
445 Windover Avenue NW
Vienna, VA 22180

Lender:

Settlement Date: July 02, 2024

Disbursement Date: July 02, 2024

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Financial		
	328,000.00	Sale Price of Property	328,000.00	
		Deposit		10,000.00
1,000.00		Seller Credit		1,000.00
		Prorations/Adjustments		
	783.27	City/Town Taxes 07/02/24 - 12/31/24	783.27	
	3,312.27	Assessments 07/02/24 - 06/30/24	3,312.27	
		Other Loan Charges		
		Attorney Title Exam Fee to RL Title & Escrow, Inc.	150.00	
60.00		Courier/Wire fees to RL Title & Escrow, Inc.		
		Settlement and Closing Fee to RL Title & Escrow, Inc.	895.00	
		Title Binder and Policy to RL Title & Escrow, Inc.	225.00	

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Title Charges and Escrow/Settlement Charges		
150.00		Deed Prep to The Nittany Group		
250.00		Final Sewer to Universal Escrow		
250.00		Final Water to Universal Escrow		
		Owner's Title Insurance to Universal Settlement Services of PA Coverage: 328,000.00 Premium: 2,324.60	2,324.60	
100.00		Search Fee to Universal Settlement Services of PA		
20.00		Tax Cert Fee to Universal Settlement Services of PA		
		Commissions		
14,760.00		Commission - Listing Agent to Century 21 New Millennium		
		Government Recording and Transfer Charges		
		Recording Fees to Dauphin County Recorder of Deeds	128.75	
1,640.00		Transfer Tax to Dauphin County Recorder of Deeds	1,640.00	
1,640.00		Transfer Tax to Dauphin County Recorder of Deeds	1,640.00	
		Payoff(s)		
262,931.90		Payoff of First Mortgage Loan to Fulton Bank Loan Payoff 241,525.74 Additional Interest From: 1,406.16 05/01/24 Through: 07/02/24 @ 22.680000 Per Diem Legal Fees 20,000.00 Total Payoff <u>262,931.90</u>		
		Miscellaneous		
5,669.65		2022 Delinquent taxes/good thru 6/30/24 to Dauphin County Tax Claim		
1,678.44		2024 County/Twp taxes to Dauphin County Treasurer		
9,597.00		326(a) Bankruptcy Estate Payment to H. Jason Gold, Bankruptcy Trustee		
15,995.00		Bankruptcy Estate Payment to H. Jason Gold, Bankruptcy Trustee		
1,000.00		Expense Reimbursement to RealMarkets		
5,000.00		Funds held by Trustee to H. Jason Gold, Bankruptcy Trustee		

Seller			Buyer	
Debit	Credit		Debit	Credit
321,741.99	332,095.54	Subtotals	339,098.89	11,000.00
		Due from Buyer		328,098.89
10,353.55		Due to Seller		
332,095.54	332,095.54	Totals	339,098.89	339,098.89

In re:
Eagle Properties and Investments LLC
Debtor

Case No. 23-10566-KHK
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0422-9
Date Rcvd: Jun 27, 2024

User: TaiGlennB
Form ID: pdford11

Page 1 of 3
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 29, 2024:

Recip ID	Recipient Name and Address
RE	+ Stephen Karbelk, Team Leader, RealMarkets, Century 21 New Millennium, 6629 Old Dominion Dr, McLean, VA 22101-4516

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	+ Email/Text: ustpregion04.ax.ecf@usdoj.gov	Jun 28 2024 00:25:00	UST smg Alexandria, Office of the U. S. Trustee, 1725 Duke Street, Suite 650, Alexandria, VA 22314-3489
prof	Email/Text: stephen@realmarkets.com	Jun 28 2024 00:24:00	Stephen Karbelk, Team Leader, RealMarkets, Century 21 New Millennium, 20405 Exchange St, Suite 221, Ashburn, VA 20147

TOTAL: 2

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 29, 2024

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 27, 2024 at the address(es) listed below:

Name	Email Address
Andrew S Goldstein	on behalf of Creditor GITSIT Solutions LLC AGoldstein@mglspc.com, jcoffman@mglspc.com
Barry W. Spear	on behalf of Creditor Aero Mortgage Loan Trust 2019- 1 Barry.Spear@bww-law.com bankruptcy@bww-law.com

District/off: 0422-9
Date Rcvd: Jun 27, 2024

User: TaiGlennB
Form ID: pdford11

Page 2 of 3
Total Noticed: 3

Bradley J. Swallow	on behalf of Defendant Main Street Bank bswallow@fblaw.com
Christian K. Vogel	on behalf of Interested Party Primis Bank kvogel@vogelandcromwell.com
Christian K. Vogel	on behalf of Defendant Primis Bank f/k/a Sona Bank kvogel@vogelandcromwell.com
Christopher A. Jones	on behalf of Debtor Eagle Properties and Investments LLC cajones@whitefordlaw.com clano@whitefordlaw.com,dchaney@whitefordlaw.com
Christopher L. Rogan	on behalf of Defendant Shail Butani crogan@rmzlawfirm.com
Christopher L. Rogan	on behalf of Creditor Bala Jain LLC crogan@rmzlawfirm.com
Christopher L. Rogan	on behalf of Defendant Ishwer Butani crogan@rmzlawfirm.com
Christopher L. Rogan	on behalf of Defendant Bala Jain LLC crogan@rmzlawfirm.com
Corey Simpson Booker	on behalf of Creditor Atlantic Union Bank corey.booker@atlanticunionbank.com
Craig M. Palik	on behalf of Creditor Trinity Universal Insurance Company cpalik@mhlawyers.com cpalik@yahoo.com;dmoorehead@mhlawyers.com;cpalik@ecf.inforuptcy.com;kmadden@mhlawyers.com;mnickerson@mhlawye rs.com
David S. Musgrave	on behalf of Creditor Fulton Bank N.A. dmusgrave@gfrlaw.com, vhilbun@gfrlaw.com
David S. Musgrave	on behalf of Defendant Fulton Financial Corporation dmusgrave@gfrlaw.com vhilbun@gfrlaw.com
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